

Charles City Teamsters #238 (Police) (Fire) (Mixed) 7/1/2005 6/30/2008

CHARLES CITY TEAMSTERS (FIRE)
(MIXED)
(POLICE)

05-08

CITY OF CHARLES
UNION CONTRACT

AGREEMENT BETWEEN
THE CITY OF CHARLES CITY
AND
TEAMSTERS LOCAL UNION NO. 650

CITY OF CHARLES CITY

Union Contract

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AGREEMENT

- 1.1 THIS AGREEMENT made this **21st day of March, 2005** by and between the City of Charles City, Iowa, hereinafter referred to as the EMPLOYER and **Teamsters Local Union No. 650** affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the UNION. This Agreement shall commence on **July 1, 2005** and shall expire on **June 30, 2008**.

WITNESSETH

- 1.2 WHEREAS, the parties desire to maintain harmonious relations and to work together for public service and desire further to establish equitable wage scales and standards and conditions of employment, and to provide for collective bargaining and the arbitration of grievances and disputes, all in accordance with the Public Employment Relations Act of 1975.
- 1.3 NOW, THEREFORE, in consideration of the mutual covenants and agreement hereinafter contained, the Employer and the Union acting through their duly authorized representatives, hereby agree as follows:
- 1.4 AGREEMENT made this **21st day of March 2005** by and between Teamsters, **Local Union No. 650**, hereinafter called the UNION, and the City of Charles City, hereinafter called the EMPLOYER.

WITNESSETH

- 1.5A WHEREAS, the members of the UNION are employed by the EMPLOYER as Investigators, Police Officers, and Full-time Communications Dispatchers in the Police Department of the Employer.
- 1.5B WHEREAS, the members of the UNION are employed by the EMPLOYER as Firefighters in the Fire Department of the Employer.
- 1.5C WHEREAS, the members of the UNION are employed by the EMPLOYER as Public Works Employees in the Public Works Departments of the Employer.
- 1.6 WHEREAS, the parties hereto desire to cooperate to stabilize such labor relations by establishing general standard of wages, hours of service and other conditions of employment and providing arbitral machinery whereby disputes and grievances between the members of the Union and the Employer may be adjusted without interference with the continued and smooth operation of the Police Department, Fire Department and Public Works Department of the Employer.

NOW, THEREFORE, the parties hereto agree as follows:

Article 2

PURPOSE AND INTENT

- 2.1 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, and its capacity as an employer, the employees, and Union and the people of Charles City, in accord with the intent of the Public Employment Relations Act of 1975.
- 2.2 The parties recognize that the interest of the community and the job security for the employees depend upon the Employer's success in establishing proper services to the community.
- 2.3 To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

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- 2.4 It is further understood and agreed that in the event any provisions of the said contract are voided or declared illegal by court action, legislative action or statutory change that all other provisions of the said contract not affected will remain in full force and legal effect.
- 2.5 Wages, hours and all other conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

ARTICLE 3

UNION AS A BARGAINING UNIT

- 3.1 RECOGNITION OF BARGAINING UNIT AND REPRESENTATIVE. The City of Charles City recognizes the **Teamsters Local Union No. 650** as the exclusive collective bargaining agent for the appointed City employees in its Police Department, Fire Department and Public Works Departments provided the said **Teamsters Local Union No. 650** is properly certified in accordance with provisions of State Law.
- 3.2 REPRESENTATION RIGHTS. The City does extend to **Teamsters Local Union No. 650** respecting such unit of employees the following rights:
- A. To represent the employees in negotiations and in the settlement of grievances; and
 - B. To membership dues deduction, upon presentation of dues deduction signed by individual employees.
- 3.3 RECOGNITION
- A. Bargaining Unit: Police Department
The Employer hereby recognizes the Unit as the sole and exclusive collective bargaining agent for all police officers, investigators and full-time communications dispatchers of the Law Enforcement Agency of Charles City, Iowa, excluding the Chief of Police, the captains and lieutenants and all other employees of the Police Department who are excluded from **Teamsters Local Union No. 650** on the basis of their job duties.
 - B. Bargaining Unit: Fire Department
The Employer hereby recognizes the Unit as the sole and exclusive collective bargaining agent for all employees of the Charles City Fire Department, except the Fire Chief, Assistant Fire Chief, probationary employees, and the volunteer or call members or as determined by the Iowa Public Employees Relations Board.
 - C. Bargaining Unit: Public Works Department
The Employer hereby recognizes the Unit as the sole and exclusive collective bargaining agent for all the Blue Collar and Technical Employees of the Engineering, Wastewater, Water and Street Departments of the City of Charles City, Iowa, excluding all clerical, professional, confidential and supervisory employees and all other employees of the Public Works Department who are excluded from **Teamsters Local Union No. 650** on the basis of their job duties.
- 3.4 UNION BUSINESS. Employees elected to bargaining unit shall if possible be granted time to perform their Union functions, including attendance at conventions, conferences and seminars without pay, and members of the negotiating and grievance committees shall be allowed time off for all meetings which shall be mutually set by the Employer and the Union.

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ARTICLE 4

DEFINITIONS

- 4.1 **"Union" means Teamsters Local Union No. 650.**
- 4.2 "Member" or "Employee" means a person employed by the City of Charles City, Iowa.
- 4.3 "Service" or "Length of Service" shall include service with the City of Charles City, Iowa.
- 4.4 "Employer" or "City" means the City of Charles City.
- 4.5 "Department Head" shall mean the Police Chief, Fire Chief, or Director of Public Works.
- 4.6 "Grievance" shall mean the Grievance Procedure identified herein.
- 4.7 "Union Officer" refers to officers or representatives of the Union.
- 4.8 "Representative" means one officer or member of the Union authorized to represent its members in the adjustment of grievances or other matters affecting the employees.
- 4.9 "Probationary Employee" is one hired with a view of filling a regular position.
- 4.10 "Seniority" shall be defined as the total length of continuous service as an employee of the City of Charles City including time spent as probationary. Those employees under Civil Service, seniority is defined by the Code of Iowa.
- 4.11 "Shift Worker" in police department only, is a police officer working a job which is operated twenty-four hours a day, seven days per week and whose duty tour is subject to permanent change by the City effective after seven (7) days written notice to the Union; other temporary changes may be made without notice.
- 4.12 "City Administrator" shall mean the City Administrator as created by the City of Charles City Ordinance No. 900.

ARTICLE 5

RIGHTS OF EMPLOYERS AND EMPLOYEES

- 5.1 The Union recognizes that all functions, rights, powers, responsibilities and authority of the City in regard to the operation of its work and business, and the direction of its work force which the City has not specifically abridged, deleted, delegated, granted or modified by this agreement are, and shall remain exclusively those of the Employer.

Not by way of limitation of the foregoing clause, the City retains the right and responsibility to (1) hire, discharge, transfer, suspend and discipline employees, (2) to determine the number of employees required to be employed, laid off or discharged, (3) to determine the qualifications of employees, (4) to determine the starting and quitting time and the reasonable number of hours to be worked by its employees, (5) to make any and all reasonable rules and regulations, (6) determine the work assignments of its employees, (7) determine the basis of selection, retention and promotion of employees to or for occupations not within the bargaining unit established by this Agreement, (8) determine the type of equipment and the sequence of work process, (9) determine to make technological alterations by revising either processes or equipment or both, (10) determine work standards and the quality and quantity of the work produced, (11) select and locate plants or other facilities, (12) establish, expand, transfer and/or consolidate work processes and facilities, (13) transfer or subcontract work, (14) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; (15) terminate or eliminate all or any part of its work facilities.

- 5.2 The above rights of the employer are not all inclusive, but indicate the type of matters or rights, which belong to and are inherent to the Employer. Any and all the rights, powers and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

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- 5.3 Except where expressly limited by a specific provision granting authority of the Mayor and City Council, the City Administrator shall have the whole and exclusive right and manage in conjunction with the Department Heads all operations and activities of the Police Department, Fire Department and Public Works Department respectively, including but not limited to the following rights:

To determine the size, composition and organization of the Departments and any sub-units therein; to determine the facilities and equipment to be utilized and/or maintained; to determine the hours of work and work schedules; to determine what work is to be performed by the Department; its place of performance, and who is to perform it; to determine the assignments and job duties; to determine the Rules and Regulations governing the Departments; to determine what training or instructional programs are necessary; to determine the methods, means, equipment and personnel by which any and all operations are to be conducted; to determine reasonable standards to performance; and to determine practices and procedures for the efficient, disciplined and orderly operations of the Departments; and from time to time to change any or all of the above determinations.

- 5.4
- A. The Employer shall have the right to make such reasonable directions, rules and regulations as may be deemed necessary by the Employer for the conduct and management of the affairs of the Employer, and the Union agrees that the Employees shall be bound by and obey such directions, rules and regulations insofar as the same do not conflict with the terms of this contract.
 - B. Whenever possible and when it applies, the Employer will not modify Departmental Rules and Regulations without notifying the union at least five (5) working days prior to implementation of such modification except when circumstances of a temporary emergency nature as declared by a proclamation of the Mayor or his or her designee would not allow for such notification. After the state of emergency is over, the Rules and Regulations that existed prior to the emergency shall govern until modified as herein described.
 - C. Notice shall be given by posting the proposed changes on the Union bulletin board.
- 5.5 Bulletin Boards. The Employer agrees to provide reasonable and separate facilities for the posting of bulletins and notices by the Union. The Union agrees that no political or controversial material shall be posted on such bulletin boards and that any item to be posted which is outside the realm of the business of the Union shall be approved by the department head before posting.
- 5.6 Wages, hours and all other conditions of employment legally in effect at the execution of this agreement shall, except as modified herein, be maintained during the term of this agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this agreement.

ARTICLE 6

JOB CLASSIFICATIONS

- 6.1 The Union shall represent the personnel listed:
- A. Police Department
Investigators, Police Officers and Communications Dispatchers
 - B. Fire Department
Firefighters
 - C. Public Works Department
Engineering technician, Street Operators, Heavy Machine Equipment Operators, Mechanics, Water Treatment Operators I, II, III, Wastewater Treatment Operators I, II and III, Plant Operator and General Maintenance Pool.

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- 6.2 The Employer agrees that in the event any change in classification is established, the Employer will confer and negotiate classification rates and job description for such new classification with the Union but the Employer specifically retains the right to establish new classifications.
- 6.3 There shall be two (2) classifications of employees in the bargaining unit as follows:
- A. Probationary (Provisional) Employees: All new employees who are in their probationary period as defined in Section 6.4 – Probationary Period of this agreement.
 - B. Regular Full-Time Employees: All employees who have successfully completed their probationary period as defined Section 6.4 – Probationary Period of this agreement.
- 6.4 PROBATIONARY PERIOD
- A. All new employees who on the effective date of this Agreement have less than six (6) consecutive months service shall be regarded as probationary employees until they have been employed for a period of six (6) consecutive calendar months. Unexcused absence from work for any reason shall not be included in calculating the employee's six (6) month's probationary period. Probationary employees may be discharged at the sole discretion of the Employer.
 - B. Nothing in the Article shall require the Employer to continue the employment of an employee who fails to qualify for regular full-time status as defined in 6.3B of this agreement.
- 6.5 PROBATIONARY APPOINTMENTS
- The Union and Employer agree that the Probationary Period is a trial period and that a probationary employee is subject to discharge by the Employer for any reason deemed sufficient by the Employer, and such discharge, if it occurs shall not be subject to the grievance procedure.

ARTICLE 7

SENIORITY

- 7.1 Seniority shall be determined by the employee's length of service as a full time employee of the City. Time spent in the armed forces on military leaves of absence, and other authorized leaves not to exceed one year, and time lost because of duty-connected disabilities shall be included.
- 7.2 An up-to-date seniority list showing the names, length of service dates, departmental assignments and rank shall be maintained by the Department Heads and posted.
- 7.3 An employee shall forfeit seniority rights only for the following reasons:
- A. Resignation
 - B. Dismissal with no reinstatement
 - C. Regular Retirement
- 7.4 The Employer is in accord with the principal that seniority as defined shall be a factor in filling job openings provided the employee is fully qualified.
- 7.5 The choice of vacations shall be by seniority basis, consistent with efficient operation of the City.
- A. **Fire Department Only – During the month of December one vacation choice shall be by seniority. After December all periods are open, seniority does not govern.**
- 7.6 In the event it becomes necessary to reduce the employees in a department, seniority will govern layoffs and recalls within their department. The employee lowest on the seniority list within his or her department shall be the first laid off and the last to be recalled. For the purposes of this section, Public Works shall mean the Water Department, Wastewater Department, Street Department and Engineering Department. Layoff and recall provisions shall apply to seniority lists within the individual departments rather than Public Works as a whole.

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7.7 PROMOTION

A. Police & Fire Department

Promotions shall be made in accordance with the Civil Service Law with seniority included as a factor.

B. Public Works Department

When filling newly created and vacant positions the Employer will post job openings a minimum of five (5) days, and give seniority of present eligible employees in the Public Works Department first consideration.

ARTICLE 8

LEAVES

8.1 PERSONAL LEAVE

A department head may grant an unpaid leave of absence for a period of up to ten days per year for any employee who needs the time for personal reasons.

8.2 MILITARY LEAVE

Any regular full time employee who is required to report to military duty will be given a paid leave of absence for up to thirty (30) days, provided a request containing the employee's official "orders" and duty assignment are submitted to the employer as soon as possible after such orders are received by the employee.

Any employee who leaves City service for required military duty in accordance with existing law, will be entitled to reemployment after Honorable Discharge, or Discharge Under Honorable Conditions from such service, provided the employee is physically and mentally able to do the work required and reports for work within sixty (60) days of such discharge or final release from medical treatment.

The employee shall be employed in the job formerly held at the same salary or, if the job has been upgraded, at that salary. In the event the former job no longer exists, the employee shall be employed in such capacity for which he or she is qualified at a salary comparable with that formerly received.

If the employee is required to remain on active duty beyond the thirty (30) days military leave period, the employee will be placed on military leave without pay status. Unless Federal Law states otherwise, employees will not accrue vacation and sick leave if required to remain on active duty beyond the thirty (30) days military leave period. They will however be eligible for health insurance benefits for himself or herself and his or her dependents at his or her expense. Retirement benefits for the service time will be reinstated when the employee returns to City employment. Upon restoration to regular full-time employee status the employee will be restored all vacation and sick leave credits held by the employee leave at the time of entering military duty during the military leave without pay period.

8.3 FAMILY AND MEDICAL LEAVE

The employer will grant eligible employees up to 12 weeks of unpaid, job-protected leave consistent with the provisions of the City's Family Medical Leave Act (FMLA) Policy.

Employees who suffer from a serious health condition as defined by the FMLA will be required to substitute their unpaid leave with accrued sick leave, vacation leave, and any other paid leaves of absence provided for in this agreement, respectively.

Employees who exercise their FMLA rights for any reason other than their own serious health condition will be allowed to substitute their unpaid leave with five (5) days of sick leave per fiscal year. After the five (5) days of sick leave has been exhausted, employees will be required to substitute their unpaid leave with vacation leave and any other paid leaves of absence provided for in this agreement, respectively.

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During the employee's leave under this section, the City shall maintain the employee's insurance coverage on the same terms and conditions existing prior to the employee's leave. Upon returning from leave, the employee will be restored to his or her original or equivalent pay, benefits and/or other employment terms. The use of family and medical leave will not result in the loss of any employee benefits that accrued prior to the start of said leave except such accrued leave that was used by the employee during the course of his or her FMLA leave period. The employee, if he or she is on family and medical leave with pay status, will not accrue additional benefits during the leave that extends beyond 10 days.

8.4 FUNERAL LEAVE

When a death occurs in an employee's immediate family, the employee will be compensated for the time lost from his or her regularly scheduled work on the day of the death and the days following it up to seven (7) consecutive calendar days. Immediate family includes spouse, children, step-children, son & daughter-in-law, parents, step-parents, mother & father-in-law, brothers, sisters, grandchildren, maternal & paternal grandparents.

Employees may be granted time off to attend the funeral without loss of pay for the death of a relative not a member of their immediate family but not to exceed one day. This includes aunts, uncles, nieces, nephews, brothers-in-law, and sisters-in-law. Employees may be granted up to one-half day to act as a pallbearer or to serve in some other capacity. Funeral pay will not be paid in addition to any other allowable pay for the same day, such as holiday pay, sick pay, etc.

8.5 LEAVES WITHOUT PAY

A leave of absence without pay is a predetermined amount of time off from work, which has been recommended by the department head and approved by the City Administrator of Charles City. Such leave shall not extend beyond twelve (12) months, but may be extended with the written approval of the City Administrator. With the exception of maternity and military leave, the fact that such leave is possible does not mean that the requested leave must be granted. A leave of absence deprives the employee's department of service of any employee, who it is assumed is needed, if the department is to properly do its job. Leaves of absence without pay, except in the cases of disciplinary leaves, should be considered as a privilege and the best interests of the department and the City service must be the determining factors in whether such leaves are granted or not.

When an employee is granted a leave of absence without pay, the department commits themselves to allowing the employee to return to work at the end of the leave to the same duties that the employee was performing when he went on leave. The employee will return to the same step within the pay range that is prevailing, at the time of his return to work.

When granted a leave of absence without pay, the employee commits himself to returning to work at the end of the leave. Failure to contact the department head at the end of the leave shall be grounds for labeling the separation from City service as a voluntary quit.

During a leave of absence, other than leave granted without pay the employee:

- A. Does not receive pay from the City
- B. Does not earn vacation or sick leave.
- C. Must utilize all accumulated vacation and compensatory leave until they expire, except in the case of disciplinary action when such leaves may be used to offset the action.
- D. Must pay group hospitalization premiums falling due during the period the employee is not on the payroll.
- E. Must pay premiums for coverage under group life insurance plan.
- F. Shall not receive any other benefits during the period of absence.

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8.6 JURY DUTY

The employer shall pay an employee their regular rate of pay if they are selected to serve on a jury or subpoenaed as a witness in Court proceedings, provided that the employee turns in all monies received in the performance of these duties (excluding travel and subsistence payments) to the Employer.

ARTICLE 9

VACATION

9.1 Entitlement to vacation will start from the date of employment with the City of Charles City. Vacations are to be earned and taken using the anniversary dates.

9.2 VACATION EARNED

That those employed for one full year will receive one-week vacation.

That those employed for two full years will receive two weeks vacation.

That those employed for seven full years will receive three weeks vacation.

That those employed for fourteen full years will receive four weeks vacation.

That those employed twenty full years will receive five weeks vacation.

9.3 Vacation requests will be approved or denied within five (5) days from the date of request. Vacation time cannot be accumulated and unused vacation cannot be carried over past the next anniversary date. The City Administrator in individual cases can grant an exception if vacation time cannot be utilized during the employment year due to employment requirements.

9.4 Unused vacation may be used as sick leave.

9.5 A. Police and Public Works Departments

A week's vacation shall be defined as a standard workweek starting Monday and ending Sunday. (Workweek hours govern the vacation week.)

B. Fire Department Only

A week's vacation shall be defined as a platoon workweek. Workweek hours govern the vacation week.

9.6 Police, Fire and Public Works Departments

When vacation is taken in periods of less than a week at a time, the total days of vacation shall not exceed the number of workdays in an individual's workweek.

9.7 Employees shall be paid for any earned unused vacation time during the year of termination.

9.8 Vacation should be requested as early as possible but not less than seven (7) calendar days prior to the time vacation is desired. Due to the fact that scheduling problems may exist, employees may be asked to provide their department head with a first and second choice of vacation times. It is the responsibility of the employee's department head to insure that vacations are spread out so that the department can still function during the period of time when members of the department are on vacation but every effort will be made to accommodate the employee's request. If vacation requests are submitted simultaneously, seniority will govern the priority of the granting of vacation dates.

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ARTICLE 10

HOLIDAYS

- 10.1 All regular City employees receive nine (9) paid holidays per year equal to a regular working day.
- 10.2 The following are the nine (9) paid holidays:
- New Year's Day
 - President's Day
 - Memorial Day
 - July 4th
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Day
- 10.3 An additional one-half (1/2) day, Christmas Eve Afternoon, will be granted when said day falls on Monday through Thursday.
- 10.4 When a holiday falls on a Saturday, the holiday will be observed on Friday, and when a holiday falls on a Sunday, the holiday will be observed the following Monday.
- 10.5 Police and Fire Departments
Employees shall be credited with a shift time off the day of the holiday and will take holiday time off as approved by the department head.
- 10.6 Random Days
- A. Police and Public Works Departments
There shall be two (2) "floating" or "random" holidays per year available to employees starting July 1 and said days shall be used prior to the following July 1. New hires shall be entitled to the two (2) days their first year of employment if hired between July 1 and October 31; one day their first year of employment if hired between November 1 and February 28 (29); employees hired between March 1 and June 30 will receive no "floating" or "random" holidays their first year of employment.
 - B. Fire Department
There shall be one (1) "floating" or "random" holiday per year, available to employees starting July 1 and said day shall be used prior to the following July 1. New hires shall be entitled to one (1) day their first year of employment if hired between July 1 and December 31; employees hired between January 1 and June 30 will receive no "floating" or "random" holiday their first year of employment.
- 10.7 At termination of employment, the City shall pay for any unused holidays (earned under Article 10.5) and random days (earned under Article 10.6).

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ARTICLE 11

INSURANCE

11.1 HEALTH INSURANCE

To receive health insurance coverage an employee may request coverage when hired as a regular employee and the insurance will become effective the 1st of the month following 30 calendar days of employment.

The Employer pays the employee's share of coverage under the Charles City Public Employees Insurance Plan and the employee's share for the family coverage. The Employer agrees to maintain insurance equivalent to the present policies as heretofore set forth and shall notify the Union of proposed changes of carrier and any proposed changes in coverage (30 days in advance of the coverage change if possible). Employees who retire prior to reaching age 65 may continue their coverage under this policy until their 65th birthday but must pay the "premiums". If a retired employee dies the spouse may continue to remain insured by paying the premium until age 65 if the spouse remains unmarried and lives within 50 miles of Charles City.

Health insurance premiums (both family and single) shall be shared by the employee and the City with the employee paying 20% of the premium and the City paying 80% of the premium.

11.2 OTHER INSURANCE

Payroll deductions may be made if approved by the City Council.

11.3 LIFE INSURANCE

An employee shall receive life insurance effective the 1st of the month following 30 calendar days of employment.

The City carries life insurance on employees at the following amounts:

- A. Insurance coverage to be \$35,000 on each employee.
- B. At age 65, and while still in the employ of the City, the coverage is reduced by one-half.

11.4 INSURANCE COVERAGE UNDER GRANTED LEAVE OF ABSENCE WITHOUT PAY

Employees who are granted a leave of absence without pay may continue all insurance if they pay all the premiums due during the approved leave.

ARTICLE 12

OTHER BENEFITS

12.1 WILDWOOD MUNICIPAL GOLF COURSE

All full time City employees will be granted Wildwood Municipal Golf Course privileges as established by the Park Board and City Council.

12.2 CREDIT UNION

Union Members, by individual request, may have wages withheld and forwarded to the Credit Union. They shall sign a request at Family Community Credit Union and the amount they wish withheld shall be deducted from each check.

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12.3 CHARLES CITY MUNICIPAL POOL

Upon request, all full time employees will be granted individual or family memberships to the Charles City Municipal Pool.

12.4 A. ELIGIBLE SUBSISTENCE EXPENSE

Standards for out of town meal and lodging allowance while on official business:

Breakfast	\$ 6.50
Lunch	\$ 8.00
Supper	\$ 15.00

Receipts will not be required. Reimbursement for meals shall be the actual cost of the meal or the allowance maximum of the combination of meals eaten, whichever is lower.

If any meals are included in the Registration fees, those meals will not be eligible for reimbursement.

Lodging allowances will be granted on actual cost of reasonable lodging when a receipt is submitted with other expenses.

B. MILEAGE

The employee will use a city vehicle if available, for out-of-town trips requiring driving. If circumstances require the employee to use his or her own vehicle while traveling on City business, he or she shall receive a mileage allowance of the standard rate allowed by the IRS. The mileage allowance covers all transportation costs associated with the operation of the employee's vehicle except parking fees and turnpike tolls.

12.5 Upon request and proof of payment, the City will pay one-half the cost of the single membership for full time employees to the YMCA or Health Quest. However, the payment to Health Quest shall not exceed the amount of one-half the single membership to the YMCA.

ARTICLE 13

GRIEVANCE PROCEDURES

- 13.1 For the purpose of this Agreement, a grievance shall be defined as a dispute or disagreement, raised by an employee, employee organization or Union against the City involving the interpretation or application of the specific provisions of this Agreement. It is specifically understood that any matters governed by Civil Service rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth. Nor shall any disciplinary actions which may be appealed to the Civil Service Board be considered grievances and subject to the grievance procedure herein.

Grievances, as defined, shall be processed in the following manner:

Step 1. The employee shall discuss the grievance with the employee's department head within 14 working days of its occurrence. The Department Head shall then attempt to adjust the matter and shall respond to the employee within three (3) work days of being informed by the employee of the alleged grievance. If the employee is not satisfied with the Department Head's response the employee shall then submit the grievance in writing to the Department Head. The Department Head shall have five (5) additional working days to attempt to adjust the matter and shall respond to the employee and Union within five (5) working days in writing.

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Step 2. If the grievance has not been settled, the employee or Union shall present it in writing to the **City Administrator or City Administrator's designee within five (5) working days after the response is due. The City Administrator (or City Administrator's designee)** shall respond to the employee, employee organization, or Union in writing within the five (5) working days.

Step 3. If the grievance has not been settled, it shall be presented in writing by the employee, employee organization or Union to the City Council, within five (5) working days, after the **City Administrator's** response is due. The City Council shall respond to the employee, employee organization, or Union in writing within ten (10) working days.

Step 4. If the grievance is still unsettled, the employee or Union may, within fifteen (15) working days after the reply of the City Council is due, by written notice to the other, request arbitration. If the parties fail to agree on a neutral arbitrator, a list of five (5) arbitrators shall be requested from the Public Employee Relations Board. The parties shall alternately strike names from the submittal list and the remaining name shall be the neutral arbitrator. The parties shall by lot strike, the first name. The parties agree to accept the arbitrator's award as final and binding upon them. It is further understood that the arbitrator's award cannot change, alter, or amend the agreement.

The cost of the services of a neutral arbitrator shall be paid equally by both parties to the arbitration. Either party desiring transcripts of arbitration hearings shall be responsible for the costs of same.

TIME LIMITS

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limits or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits, the employee, employee organization or Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the City and the employee, employee organization or Union involved in each step. The term "working days" as used in this article shall mean the days Monday through Friday inclusive.

ARTICLE 14

DUES DEDUCTION

14.1 DUES DEDUCTION

- A. Employees who are members of the Union may sign and cause to be delivered to the City Clerk's Office a written assignment authorizing payroll deductions for Union dues. "Dues" shall include the regular dues of the Union only but shall not include initiation fees, special assessment, back dues, fines or similar items. The form of assignment is hereto attached and by this reference made a part hereof. It will be the responsibility of the Union to provide such forms to its members.
- B. Pursuant to such authorization, employees shall have deducted such dues from the employee's second regular check each month.
- C. If any employee's check is insufficient in amount for the authorized dues deduction, no deduction will be made for that month.
- D. Such assignment shall continue in effect unless revoked in writing by not less than thirty (30) days notice to the Clerk. The Clerk shall furnish a photocopy of such assignment to the Union with a notation thereon as to the date of the receipt thereof. The deduction will commence and become effective for the month immediately following the receipt of such assignment, provided, such assignment is received by the Clerk at least five (5) days prior to the first of such month.

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- E. The City shall cause to be transmitted to the Union's Treasurer the total monthly deduction for Union dues within ten (10) work days following such deduction, together with a list of the employees for whom the deduction was made, provided however, after the first list of such employees has been furnished to the Union, subsequent reports of such deductions to the Union will list only the names of additional employees authorizing deductions, or the names of the employees who have revoked such assignment.

14.2 INDEMNIFICATION

The Union agrees to indemnify and hold harmless the City and all administrators against any and all claims, costs, litigation and all other forms of liability and all court costs and attorney fees and other reasonable expenses, arising out of the application of the provisions of this chapter.

DUES CHECK-OFF AUTHORIZATION (Public Employee)

I, the undersigned employee of the City of Charles City at 105 Milwaukee Mall, Charles City, do hereby authorize and direct my Employer to deduct from my wages and regular monthly dues and/or initiation fees dues each month, and to remit the same to **Teamsters, Local No. 650 of Mason City, Iowa.**

This Check-Off Authorization shall continue in effect from year to year and Contract to Contract, unless the undersigned shall give at least thirty (30) days written notice of cancellation of the same to the Employer and the Union of intent to cancel.

The undersigned does further hereby release and indemnify the Employer from any and all claims resulting from the Employer's compliance with this Authorization.

Dated this _____ day of _____, 20_____.

Employee

Social Security Number

Address

APPENDIX A

POLICE DEPARTMENT

I. WORK HOURS

- A. The Chief of Police shall establish a working schedule. It shall be the policy insofar as practicable to assign officers to a steady shift.
- B. The standard workday shall be eight hours and the standard work week shall be forty (40) hours.
- C. In the Police Department, the time off for meals is considered the same, as on duty and on an emergency the person on mealtime is required to immediately report to a designated place.
- D. Coffee breaks will be fifteen (15) minutes in duration; each employee is entitled to one (1) during each four (4) hour working period.

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II. SALARY PROVISIONS

A. COMPENSATION

1. **Salary Schedules. All employees shall be compensated by the following base salary schedule without deviation;**

Police Officer

	7/1/05	1/1/06	7/1/06	1/1/07	7/1/07	1/1/08
Start	\$30,851.76	\$31,468.79	\$32,098.17	\$32,579.64	\$33,231.23	\$33,646.62
1 yr.	\$31,957.82	\$32,596.98	\$33,248.92	\$33,747.65	\$34,422.60	\$34,852.89
2 yr.	\$33,110.04	\$33,772.24	\$34,447.69	\$34,964.40	\$35,663.69	\$36,109.49
3 yr.	\$34,310.25	\$34,996.46	\$35,696.38	\$36,231.83	\$36,956.47	\$37,418.42
4 yr.	\$35,560.45	\$36,271.66	\$36,997.09	\$37,552.05	\$38,303.09	\$38,781.88

Investigator

	7/1/05	1/1/06	7/1/06	1/1/07	7/1/07	1/1/08
Start	\$36,563.83	\$37,295.11	\$38,041.01	\$38,611.62	\$39,383.86	\$39,876.15
1 yr.	\$36,814.84	\$37,551.14	\$38,302.16	\$38,876.69	\$39,654.23	\$40,149.90
2 yr.	\$37,065.84	\$37,807.16	\$38,563.30	\$39,141.75	\$39,924.58	\$40,423.64
3 yr.	\$37,316.80	\$38,063.14	\$38,824.40	\$39,406.76	\$40,194.90	\$40,697.34
4 yr.	\$37,567.13	\$38,318.47	\$39,084.84	\$39,671.11	\$40,464.54	\$40,970.34

Communications Dispatcher

(Per hour)

	7/1/05	1/1/06	7/1/06	1/1/07	7/1/07	1/1/08
Start	\$13.5424	\$13.8132	\$14.0895	\$14.3009	\$14.5869	\$14.7692
6 mo.	\$13.7385	\$14.0133	\$14.2935	\$14.5079	\$14.7981	\$14.9831
12 mo.	\$13.9350	\$14.2137	\$14.4980	\$14.7154	\$15.0098	\$15.1974
18 mo.	\$14.0825	\$14.3642	\$14.6514	\$14.8712	\$15.1686	\$15.3582
24 mo.	\$14.2623	\$14.5475	\$14.8385	\$15.0611	\$15.3623	\$15.5543

Head Communications Dispatcher

(Per Hour)

	7/1/05	1/1/06	7/1/06	1/1/07	7/1/07	1/1/08
Start	\$14.2236	\$14.5081	\$14.7982	\$15.0202	\$15.3206	\$15.5121
6 mo.	\$14.4201	\$14.7085	\$15.0027	\$15.2277	\$15.5323	\$15.7264
12 mo.	\$14.6165	\$14.9088	\$15.2070	\$15.4351	\$15.7438	\$15.9406
18 mo.	\$14.7636	\$15.0589	\$15.3600	\$15.5905	\$15.9023	\$16.1010
24 mo.	\$14.9437	\$15.2426	\$15.5474	\$15.7806	\$16.0962	\$16.2975

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B. OVERTIME

1. All members shall receive overtime, at the rate of time and one-half for all hours worked in excess of eight (8) hours per day. Overtime shall include hours spent in appearances, while not on duty, compelled by subpoena or directed by superior officers before District and Magistrate Courts, grand juries, suppression hearings, motion practices, all insofar as they may relate to the regular and normal duties of a law enforcement officer. All fees received for appearances set forth in this paragraph, include mileage paid to said officer shall be reimbursed to the City. Employees may petition the Chief to take compensatory time off in lieu of payment of overtime.
2. When any employee is required to work on a scheduled holiday, in addition to the holiday pay, said employee shall receive time and one-half for all hours worked. Overtime will normally be paid in cash but in the case of extreme emergency which was unanticipated by the City and which would place a financial hardship on the City if it were required to pay such overtime in the form of cash, the City can grant compensatory time for overtime at 1 ½ hours off for each overtime hour worked.
3. Police Officers and investigators of the Police Department will receive compensation for overtime as follows:
 - a. Uniformed personnel scheduled to work Sundays and Holidays, will receive pay for hours worked in excess of eight (8) hours.
 - b. Employees attending school or training sessions when called by the Chief of Police shall receive pay for the acting hours of such activity in session.
 - c. Payment shall be at a rate of one and one-half times the regular 40 hour wage rate. Said wage rate to include base and longevity only.
 - d. Compensatory time will be one and one-half hours off for each hour overtime worked.
 - e. Overtime hours shall be recorded in terms of actual time worked rounded up to the ¼ hour with a minimum call out time of two (2) hours except for court appearance where minimum call out time is three (3) hours.
4. Dispatchers shall receive compensation for overtime as follows:
 - a. An employee will earn overtime for hours worked over eight (8) hours per day.
 - b. Overtime hours worked must have prior approval of their immediate supervisor.
 - c. Overtime hours worked shall be recorded in terms of actual time worked with a minimum call out time of two (2) hours except for court appearance where minimum call out time is three (3) hours.
 - d. Overtime pay will be at a rate of one and one half times the 40 hour wage rate.
 - e. Compensatory time will be granted at a rate of one and one-half hours off for each hour overtime worked.

C. LONGEVITY – Employees hired prior to July 1, 1996 shall be entitled to the following longevity benefits:

In addition to the annual salary as herein above mentioned, all members of the Department having completed four (4) years of service shall receive an additional income of \$20.00 per month; after the completion of eight (8) years of service Department members shall receive \$30.00 additional income per month; after twelve (12) completed years of service and additional income of \$40.00 per month; after the completion of sixteen (16) years of service and additional income of \$50.00 per month; after twenty (20) years of completed service an additional income of \$60.00 per month; after twenty-four (24) years of completed service an additional income of \$70.00 per month; and after twenty-eight (28) years of completed service and additional income of \$80.00 per month. Employees hired after June 30, 1996 shall not be entitled to longevity benefits.

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D. SHIFT DIFFERENTIAL PAY (NIGHT PREMIUMS)

1. Those full time employees of the Police Department who are assigned the following shifts on a permanent basis shall receive an additional \$27/mo;

7 PM - 3 AM; 5PM - 1AM; 6PM - 2AM; 8PM - 4A.M; 4PM - 12 AM.
2. Those full time employees of Police Department who are assigned the following shifts on a permanent basis shall receive an additional \$30/mo

10 PM - 6 AM; 11 PM - 7 AM; 12 AM- 8 AM.
3. Shift differential pay will not be changed for employees who are requested by the Police Chief to work a shift other than their permanent shift, on a temporary basis. If a temporary shift is for more than 30 days, the employee shall receive shift differential pay. Employees who are on a permanent swing shift shall be paid the highest shift differential for all shifts.

III. SICK LEAVE

- A. New employees will be credited one and one-half (1½) days of sick leave after completion of one (1) full calendar month and earn at a rate of one and one half (1½) days per month to a maximum of 120 days. When sick leave is taken it will be earned at this rate back to the maximum. Existing employees shall accumulate from the amount on record on the above basis.
- B. Injury on the job - Employee shall receive full pay from the date of the on-the-job injury. Employee shall return all workmen's compensation insurance money to the City. Disability leave for non-Civil Service employees shall terminate upon:
 1. Employee returning to work
 2. Employee being declared permanently disabled by medical examination of a qualified doctor.
 3. Employee being disabled for six (6) months.

After conditions 2 and 3 the above employee may retain all workmen's compensation insurance money. The City shall have the right to have an employee examined for purposes of determining the extent of the disability and whether the employee can return to work. As a part of this policy the City will require all prospective new employees to take a physical examination.

- C. Part time or half time employees will not receive sick leave benefits.
- D. A minimum of one hour sick leave to be taken for dentist appointments, doctor appointments, etc. (note verifying).
- E. No salary shall be deducted on account of valid sickness or disability leave; provided, however, the Chief or Department Head may request written evidence from a Doctor certifying the necessity and validity of the absence from duty and the length thereof. No invalid or unnecessary sick leave shall be compensable.
- F. The City shall have the right to medical examination of each retired member as outlined in the Code of Iowa.
- G. Heart and Lung Disease - Code of Iowa.

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- H. Sick leave may be used as emergency leave by an employee for emergencies in his/her immediate family (spouse & children) if approved by their Department Head. Extended emergency leave (over three working days) shall require City Council approval.

IV. UNIFORM ALLOWANCE

- A. Each employee except radio dispatchers covered by this agreement shall receive \$475.00 paid in an annual check for uniform allowance. **Effective 7/1/06 the amount will be \$485.00 paid in an annual check. Effective 7/1/07 the amount will be \$500.00 paid in an annual check. Employees hired after January 1, shall not receive any uniform allowance until the next fiscal year.**
- B. The Employer shall supply all newly appointed employees of the Police Department except Dispatchers with a complete issue of uniforms and equipment, said issue to consist of the following items:

Color: Navy Blue
4 Pair Trousers –
2-Summer Weight
2-Winter Weight

Color: Navy Blue
4 Shirts –
2-Short Sleeve
2-Long Sleeve

Color: Navy Blue
2 Caps
1-Summer
1-Winter

Color: Black
1 Raincoat

Color: Navy Blue
1-Reefer
1-Car Duty Jacket
1-Light Jacket

Color: Black
1-Pair Shoes

Color: White
T-Shirts

Color: Black
Socks

Additionally, the Employer will replace items of uniform and equipment destroyed other than by normal use but in the performance of duty. In addition, the Employer shall supply all employees with initial complete issue of any uniform changes.

- C. Uniforms and shipping costs of uniform replacement shall qualify under the annual allowance.

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- D. All newly appointed full time Dispatchers shall receive from the Employer and issue of uniforms as follows:

- 3-Dress Trousers
- 2-Short Sleeve Dress Shirts
- 2-Long Sleeve Dress Shirts
- 1-Pair Shoes
- 1-Tie
 - T Shirts
 - Socks

- E. Each full-time dispatcher covered by this agreement shall receive \$375.00 paid in an annual check for uniform allowance. **Effective 7/01/06 the amount will be \$385.00 paid in an annual check. Effective 7/01/07 the amount will be \$400.00 paid in an annual check. Employees hired after January 1, shall not receive any uniform allowance until the next fiscal year.**

V. OTHER PROVISIONS

- A. Residence Requirement. The residence requirements for permanent appointment to a position on the Charles City Police Department shall be that the employee resides within a ten (10) mile radius of Charles City, Iowa.
- B. Since all police officers are presumed to be subject to duty twenty-four hours per day, any action in the sole judgement of the Department Head taken by a member of the force on his time off, which would have been taken by an officer on active duty if present or available, shall be considered police action, and the employee shall have all the rights and benefits, concerning such action as if he were then on active duty.
- C. The Employer will provide each employee a handbook containing the rules and regulations of the Department. A copy of this will be posted at Police Headquarters.
- D. Wages, hours and all other conditions of employment legally in effect at the execution of this agreement shall, except as improved herein, be maintained during the term of this agreement.
- E. In the event of any civil suit arising from the performance of any police duties in which the municipality is a part of the suit, the municipality shall provide an attorney with the cost to be borne by the municipality.
- F. The wide ranging powers and duties given to the Departments and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by superior officers designated by the Chief of Police and the City Administrator. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:
1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the member of the force should be employed. If any time is lost, the member of the force shall be compensated.
 2. The interrogations shall take place at a location designated by the Chief of Police and the City Administrator. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

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3. The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
5. The member of the force shall not be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
6. If a member of the force is under arrest or is likely to be, that is if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United State Supreme Court.

APPENDIX B

FIRE DEPARTMENT

I. WORK HOURS

- A. The hours of duty shall be so established that the average weekly hours of duty in any one year, other than hours during which members may be summoned or kept on duty because of a major emergency shall not exceed 56 hours.
- B. The present duty tour shall normally consist of 24 consecutive hours on duty. **The starting shift time shall be between the hours of 7:30 AM and 8:30 AM**
- C. Basic rate of pay equals the annual salary divided by 2,920 hours.

II. SALARY PROVISIONS

A. COMPENSATION

Salary Schedules. All employees shall be compensated in accordance with the provisions of this Article and the following salary schedule without deviation,

Firefighter

	7/1/05	1/1/06	7/1/06	1/1/07	7/1/07	1/1/08
Start	\$30,926.19	\$31,544.71	\$32,175.61	\$32,658.24	\$33,311.41	\$33,727.80
1 yr.	\$32,032.27	\$32,672.92	\$33,326.37	\$33,826.27	\$34,502.79	\$34,934.08
2 yr.	\$33,184.51	\$33,848.20	\$34,525.16	\$35,043.04	\$35,743.90	\$36,190.70
3 yr.	\$34,384.71	\$35,072.40	\$35,773.85	\$36,310.46	\$37,036.67	\$37,499.63
4 yr.	\$35,634.89	\$36,347.59	\$37,074.54	\$37,630.66	\$38,383.27	\$38,863.06

B. OVERTIME PAY

1. All members shall receive overtime at the rate of time and one-half for all hours worked in excess of average fifty-six (56) hour week. Overtime pay shall include base pay plus longevity only. Overtime will normally be paid in cash, but in the case of extreme emergency which was unanticipated by the City and which would place a financial hardship on the City if it were required to pay such overtime in the form of cash, the City can grant compensatory time for overtime at one and one-half hours for each hour of overtime worked.

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2. That compensatory time off will be granted in increments of no less than twenty-four (24) hours where possible. **Employees may accrue up to 48 hours of compensatory time.**
3. When any employee is required to work on a scheduled holiday, in addition to the holiday pay,
said employee shall receive time and one-half for all hours worked.

C. CALL BACK PAY

All employees covered by the terms of this Agreement who are called back to work from duty shall be paid actual time worked rounded upwards to the nearest whole hour with a minimum of two (2) hours. The rate of pay shall be the rate of pay calculated as overtime pay as defined above.

D. SHIFT EXCHANGE

Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department. Such changes are governed by the rules and regulations of the Time Cycle and Time Trading adopted by City Policy.

E. OTHER COMPENSATION

Employees hired prior to July 1, 1996 shall be entitled to the following longevity benefits: In addition to the annual salary as herein above mentioned, all members of the Department having completed four (4) years of service shall receive an additional income of \$20.00 per month; after the completion of eight (8) years of service Department members shall receive \$30.00 additional income per month; after twelve (12) completed years of service and additional \$40.00 income per month; after the completion of sixteen (16) years of service and additional income of \$50.00 per month; after twenty (20) years of completed service an additional income of \$60.00 per month; after twenty-four (24) years of completed service an additional income of \$70.00 per month; and after twenty-eight (28) years of completed service an additional income of \$80.00 per month. Employees hired after June 30, 1996 shall not be entitled to longevity benefits.

III. SICK LEAVE

- A. New employees will be credited one and one-half (1½) days of sick leave after completion of one (1) full calendar month and earn at a rate of one and one-half days per month to a maximum of 90 days. When sick leave is taken it will be earned at this rate back to the maximum. Existing employees shall accumulate from the amount on record on the above basis.
- B. Time charged off for sick leave shall be the number of hours absent from duty.
- C. No salary shall be deducted on account of valid sickness or disability leave; provided, however, the Chief or Department Head may request written evidence from a Doctor certifying the necessity and validity of the absence from duty and the length thereof. No invalid or unnecessary sick leave shall be compensable.
- D. No dental or medical appointments shall be normally scheduled by employees on duty days; emergencies and unusual circumstances shall be permitted exceptions.
- E. The City shall have the right to medical examination of such retired member as outlined in the Code of Iowa.
- F. Heart and Lung Disease – refer to the Code of Iowa.

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- G. Sick leave may be used as emergency leave by an employee for emergencies in his/her immediate family (spouse & children) if approved by their Department Head. Extended emergency leave (over three working days) shall require City Council approval.

IV. UNIFORM ALLOWANCE & INITIAL ISSUE

- A. Each employee of the Fire Department shall receive an allowance of \$475.00 per year paid in an annual check. Dry cleaning of coats and hats may be cleaned as a group and such charges will be paid from the men's uniform allowance. This is to be sanctioned and authorized by the Chief. **Effective 7/01/06 the amount will be \$485.00 per year paid in an annual check. Effective 7/01/07 the amount will be \$500.00 per year paid in an annual check. Employees hired after January 1, shall not receive any uniform allowance until the next fiscal year.**
- B. Initial Issue as follows:
- 3 pr. Trousers
 - 3 short sleeve shirts
 - 3 t-shirts
 - 1 black belt
 - 1 name tag
 - 1 pr. shoes/boots
 - 3 pr. Socks
 - 1 sweatshirt
 - 1 coveralls
 - 1 winter coat
 - 1 winter hat
 - 1 pr. black gloves
 - 1 light coat
 - summer hat

V. RESIDENCE REGULATIONS

- A. The maximum allowable distance shall not exceed five (5) miles travel distance from City Limits.
- B. A mealtime allowance when on duty is a privilege, any member living outside the City Limits shall eat his meal in town and be readily available to answer any alarm. City Limits shall include the subdivision known as "Maple Heights".
- C. When a member is to report for duty between the hours of **7:30 AM and 8:30 AM** snow or weather bound is no excuse for not reporting for duty on time. Also, when weather conditions are as such the member shall make arrangements as necessary to be readily available for call in duty.

APPENDIX C PUBLIC WORKS DEPARTMENTS

I. WORK HOURS

- A. It is agreed by the parties that the Department of Public Works shall establish a working schedule.
- B. The standard workday shall be eight (8) hours and the standard workweek shall be forty (40) hours.
- C. Coffee breaks will be fifteen (15) minutes in duration, each employee is entitled to one (1) during each four (4) hour working period.

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II. SALARY PROVISIONS **A. COMPENSATION**

1. **Salary Schedules.** All employees shall be compensated in accordance with the provisions of this Article and the following base salary without deviation;

Labor Grade 5- General Maintenance

	7/1/05	1/1/06	7/1/06	1/1/07	7/1/07	1/1/08
Start	\$12.9814	\$13.2410	\$13.5058	\$13.7084	\$13.9826	\$14.1574
6 mo.	\$13.2592	\$13.5244	\$13.7949	\$14.0018	\$14.2818	\$14.4604
12 mo.	\$13.5521	\$13.8231	\$14.0996	\$14.3111	\$14.5973	\$14.7798
18 mo.	\$13.8144	\$14.0907	\$14.3725	\$14.5881	\$14.8799	\$15.0658
24 mo.	\$14.1075	\$14.3897	\$14.6774	\$14.8976	\$15.1956	\$15.3855

Labor Grade 6-Street Operator, Water and Wastewater Operator I

	7/1/05	1/1/06	7/1/06	1/1/07	7/1/07	1/1/08
Start	\$14.1075	\$14.3897	\$14.6774	\$14.8976	\$15.1956	\$15.3855
6 mo.	\$14.2770	\$14.5625	\$14.8538	\$15.0766	\$15.3781	\$15.5704
12 mo.	\$14.5240	\$14.8145	\$15.1108	\$15.3374	\$15.6442	\$15.8397
18 mo.	\$14.7091	\$15.0033	\$15.3033	\$15.5329	\$15.8436	\$16.0416
24 mo.	\$14.8942	\$15.1921	\$15.4959	\$15.7284	\$16.0429	\$16.2435

Labor Grade 7-Heavy Machine Equipment Operator, Water and Wastewater Operator II

	7/1/05	1/1/06	7/1/06	1/1/07	7/1/07	1/1/08
Start	\$14.8942	\$15.1921	\$15.4959	\$15.7284	\$16.0429	\$16.2435
6 mo.	\$15.0792	\$15.3808	\$15.6884	\$15.9237	\$16.2422	\$16.4452
12 mo.	\$15.3262	\$15.6327	\$15.9454	\$16.1846	\$16.5083	\$16.7146
18 mo.	\$15.4975	\$15.8075	\$16.1236	\$16.3655	\$16.6928	\$16.9014
24 mo.	\$15.7118	\$16.0260	\$16.3466	\$16.5918	\$16.9236	\$17.1351

Labor Grade 9 - Mechanic

	7/1/05	1/1/06	7/1/06	1/1/07	7/1/07	1/1/08
Start	\$16.4940	\$16.8239	\$17.1604	\$17.4178	\$17.7661	\$17.9882
6 mo.	\$16.6372	\$16.9699	\$17.3093	\$17.5690	\$17.9204	\$18.1444
12 mo.	\$16.8534	\$17.1905	\$17.5343	\$17.7973	\$18.1532	\$18.3802
18 mo.	\$16.9612	\$17.3004	\$17.6464	\$17.9111	\$18.2694	\$18.4977
24 mo.	\$17.1614	\$17.5046	\$17.8547	\$18.1225	\$18.4850	\$18.7161

Water and Wastewater Treatment Operator III

	7/1/05	1/1/06	7/1/06	1/1/07	7/1/07	1/1/08
	\$16.2941	\$16.6200	\$16.9524	\$17.2067	\$17.5508	\$17.7702

CITY OF CHARLES CITY Union Contract

B. OVERTIME

1. All members shall receive overtime at a rate of one and one-half their normal hourly rate.
2. Overtime will normally be paid in cash but in the case of extreme emergency, which was unanticipated by the City and which would place a financial hardship on the City if it were required to pay such overtime in the form of cash, the City can grant compensatory time for overtime at one and one-half hours off for each hour of overtime worked. (Snowstorms are not considered extreme emergencies in this article).
3. An employee will earn overtime for all hours worked outside the normal work day in excess of eight (8) hours per day or **in excess of nine (9) hours per day when four nine (9) hour days and one four (4) hour day is scheduled in a week.** Overtime will be earned for all call out hours worked on Saturday, Sunday and holidays. Operations which require seven day coverage where an employee is scheduled to work regular hours Saturday, Sunday or holidays like time off will be given during the week. Employees may petition the department head to take compensatory time off in lieu of payment of overtime.
4. Overtime hours worked must have prior approval of the immediate supervisor except for call out hours.
5. Overtime hours worked shall be recorded in terms of actual time worked rounded up to the ¼ hour, with a minimum call out time of two (2) hours minimum call out but does not apply to Water Department regular plant checks.
6. Overtime pay will be at a rate of one and one-half (1½) times the 40 hour wage rate.
7. Compensatory time will be granted at a rate of one and one-half (1½) hours off for each hour overtime worked.
8. Street Department employees that are required to start work before 5:00 AM for snow removal only, will be assured hours work that day. (i.e. work 8 hours regular and 1 hour overtime). In addition, all employees who start before 5:00 AM will be paid through a breakfast break not to exceed 30 minutes in length.
9. Employees may accumulate up to a maximum of 24 hours off (16 hours overtime) as compensatory time.
10. When any employee is required to work on a scheduled holiday, in addition to the holiday pay, said employee shall receive time and one half for all hours worked.

C. LONGEVITY- Employees hired prior to July 1, 1996 shall be entitled to the following longevity benefits:

In addition to the annual salary as herein above mentioned, all members of the Department having completed four (4) years of service shall receive an additional income of \$20.00 per month; after the completion of eight (8) years of service Department members shall receive \$30.00 additional income per month; after twelve (12) completed years of service an additional income \$40.00 per month; after the completion of sixteen (16) years of service an additional income of \$50.00 per month; after twenty (20) years of completed service an additional income of \$60.00 per month; after twenty-four (24) years of completed service an additional income of \$70.00 per month; and after twenty-eight (28) years of completed service an additional income of \$80.00 per month. Employees hired after June 30, 1996 shall not be entitled to longevity benefits.

CITY OF CHARLES CITY
Union Contract

III. SICK LEAVE

- A. New employees will be credited one and one-half (1½) days of sick leave after completion of one (1) full calendar month and earn at a rate of one and one half (1½) days per month to a maximum of 120 days. When sick leave is taken it will be earned at this rate back to the maximum. Existing employees shall accumulate from the amount on record on the above basis.
- B. Injury on the job – Employee shall receive full pay from the date of the on-the-job injury. Workmen's Compensation insurance will be subtracted from the employee's normal pay. Disability leave shall terminate upon (1) Employee returning to work, (2) Employee being declared permanently disabled by medical examination of a qualified doctor, (3) Employee being disabled for six months.

After (2) and (3) above the employee will retain all Workmen's Compensation insurance money only.

The City shall have the right to have an employee examined for purposes of determining the extent of the disability and whether the employee can return to work.

- C. A minimum of one hour sick leave to be taken for dentist appointments, doctor appointments, etc. (note verifying).
- D. No salary shall be deducted on account of such sickness or disability leave provided the member presents written evidence from a Doctor certifying the absence from duty and the length thereof when reasonably required by the member's physical condition.
- E. Sick leave may be used as emergency leave by an employee for emergencies in his/her immediate family (spouse & children) if approved by their Department Head. Extended emergency leave (over three working days) shall require City Council approval.

IV. CLOTHING ALLOWANCE

- A. A clothing allowance will be provided to permanent employees of the Public Works Departments.
- B. The allowance will be prorated for the remainder of the contract year for members successfully completing the probationary period.
- C. The amount shall be an annual check for \$300.00 per person and is to be used for the following items only; Shirts, T-shirts, slacks, overshoes, coveralls, jackets, caps and work gloves. **Effective 7/01/06 the amount will be an annual check for \$310.00. Effective 7/01/07 the amount will be an annual check for \$325.00.**

V. RESIDENCE REGULATION

- A. All employees of the Public Works Department shall reside within a ten (10) mile radius of Charles City, Iowa.

APPROVED THIS 21ST DAY OF MARCH, 2005.

CITY OF CHARLES CITY, IOWA

TEAMSTERS LOCAL UNION NO. 650

By: _____

James A. Erb, Mayor

Ronald M. Wheeler, Business Representative

Attest: _____

Jody J. Meyer, City Clerk